

COPY

ROCKINGHAM COUNTY
CONTRACT CONTROL SHEET

Department Administering Sheriff's Office - Detention Center

Department Contact Shane Bullins

Contractor Name PayTel Communications, Inc.

Contract Amount No cash outlay. They keep 45% of commission income from inmate phones and video visitation. Purchase Order # NA

Term of Contract: August 2018 to July 2021

Administering Department

Are there any Federal Funds associated with this contract?

☒ no ☐ yes
☒ no ☐ yes ☐ n/a

IF YES, Please attach Uniform Guidance Addendum & insert CFDA#

What is the source of the Federal Funds?

Amount of Federal Funds \$

Were Uniform Guidance Procurement Requirements documented in writing?

☐ no ☐ yes ☒ n/a

Did you make Purchasing aware these were Federal Funds?

☐ no ☐ yes ☒ n/a

Are there any exceptions to the Uniform Guidelines?

☒ no ☐ yes

Is this a new vendor or

☐ no ☒ yes

If this is a repeat vendor, when was your last contract with them?

Have the terms changed since you last contracted with this vendor?

☐ no ☐ yes ☒ n/a

Are you using the Standard County Contract?

☐ no ☒ yes

Does the Contract require a Business Associate Addendum Agreement?

☒ no ☐ yes

If yes, is the Business Associate Addendum Agreement attached?

☐ no ☐ yes ☒ n/a

Do you understand and agree with the terms of the contract?

☐ no ☒ yes Initial

Do you have one copy of the purchase order attached?

☒ no ☐ yes

County Attorney

Date Received

Is contract in proper form? Date 10/31/18 Initial

☐ no ☒ yes

Does contract need to be reviewed by Purchasing?

☐ no ☐ yes

Does Contract need to be reviewed by Information Technology?

☐ no ☐ yes

Purchasing Department

Date 10/1/18

Initial

Has contract been reviewed for contractor selection and pricing?

☐ no ☐ yes ☒ n/a

Have bonding and insurance requirements been reviewed?

☐ no ☐ yes ☒ n/a

Was Rockingham County Uniform Guidance policy followed?

☐ no ☐ yes ☒ n/a

Information Technology

Date 10/1/18

Initial

Has this been approved by IT prior to budget?

☐ no ☒ yes ☐ n/a

Has the contract been reviewed for any additional IT purchases?

☐ no ☒ yes ☐ n/a

Does IT have the ability for this request?

☐ no ☒ yes ☐ n/a

(software, bandwidth, hardware, etc.)

Finance

Date 10/1/18

Initial

Is Purchase order attached? N/A - NO CAPITAL OUTLAY

☐ no ☐ yes ☒ n/a

Has contract been preaudited & include the Pre-audit Certificate?

☐ no ☐ yes ☒ n/a

County Attorney

Have all appropriate signatures been obtained?

☐ no ☒ yes

This contract has been approved and original has been forwarded to Finance. Initial Date 1/15/19

**NORTH CAROLINA
ROCKINGHAM COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER #**

This **CONTRACT** is made, and entered into this 1st day of August, 2018, by and between **ROCKINGHAM COUNTY SHERIFF'S OFFICE**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "the **COUNTY**") party of the first part and Pay Tel Communications, Inc. 4230 Beechwood Drive, Greensboro, NC 27410 (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or materials to be furnished under this contract (hereinafter referred to collectively as "**SERVICES**") and agreed charges are as follows: The Scope of Services and Cost shall be for engineering, installation and maintenance of an inmate phones system, video visitation system and tablets for education as outlined in Exhibit A

2. TERM OF CONTRACT

The term of this **CONTRACT** for **SERVICES** is from October 15, 2018 to October 14, 2021. Either party may nonetheless cancel this **CONTRACT** on thirty (30) days written notice to the other party by certified mail or personal delivery. This **CONTRACT** is subject to the availability of funds to purchase the specified **SERVICES** and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The **COUNTY** agrees to pay at the rates specified for **SERVICES** satisfactorily performed in accordance with this **CONTRACT**. Unless otherwise specified, the **CONTRACTOR** shall submit an itemized invoice to the **COUNTY** by the end of the month during which **SERVICES** are completed. Payment will be processed promptly upon receipt and approval by the **COUNTY** of the invoice and services rendered.

4. INDEPENDENT CONTRACTOR

Both the **COUNTY** and the **CONTRACTOR** agree that the **CONTRACTOR** shall act as an independent contractor and shall not represent itself as an agent or employee of the **COUNTY** for any purpose in the performance of the **CONTRACTOR'S** duties under this **CONTRACT**. Accordingly, the **CONTRACTOR** shall be responsible for payment of all Federal, State and local taxes arising out of the **CONTRACTOR'S** activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the COUNTY, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the COUNTY or which the COUNTY must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

The CONTRACTOR upon request by the COUNTY shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the COUNTY verifying the existence of any insurance coverage required by the COUNTY. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. TAXES

The CONTRACTOR shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. CONTRACTOR shall substantiate, on demand by the Owner, that all taxes and other charges are being properly paid. CONTRACTOR must submit North Carolina Sales Tax Affidavit with each pay application. If no taxes have been paid during pay application period, a Sales Tax Affidavit must still be submitted indicating such.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this **CONTRACT** may be cancelled, terminated or suspended in whole or in part by the **COUNTY**, and the **CONTRACTOR** may be declared ineligible for further **COUNTY** contracts.

9. COMPLIANCE WITH E-VERIFY PROGRAM.

Pursuant to N.C.G.S. § 153A-449, **CONTRACTOR** understands that it is a requirement of this contract that the Contractor and the Contractor's subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, **CONTRACTOR** agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and **CONTRACTOR** shall require its subcontractors to do the same. Upon request, **CONTRACTOR** agrees to provide **COUNTY** with an affidavit of compliance or exemption.

10. IRAN DIVESTMENT ACT

Pursuant to N.C.G.S. § 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

11. NO ASSIGNMENT WITHOUT CONSENT

No party shall assign this **CONTRACT** (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights and the **COUNTY** shall not recognize any assignment in violation of this provision.

12. WORKERS' COMPENSATION

The **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to the **CONTRACTOR**'s employees in the

manner and to the extent required by such Act. In the event the **CONTRACTOR** is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the **CONTRACTOR** shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of services.

The **CONTRACTOR** agrees to furnish the **COUNTY** proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

13. GOVERNING LAW

This **CONTRACT** shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this **CONTRACT** shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

14. OTHER PROVISIONS

This **CONTRACT** is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto. The terms contained in this Service Contract shall prevail over and supercede any conflicting terms contained in attachments or appendices to the Service Contract.

15. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire **CONTRACT** between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

16. SIGNATURES

Both the COUNTY and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

ROCKINGHAM COUNTY
SHERIFF'S OFFICE

Capt. Shane Bullard

By: [Signature]

Title: Sheriff

Date: 10-8-2018

Witnessed or Attested By:

PAYTEL COMMUNICATIONS, INC.

Vincent Fennell

By: [Signature]

Title: PRESIDENT

Date: 10/15/18

"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

N/A
Patricia P. Galloway, Finance Officer

APPROVED AS TO FORM

[Signature]
John M. Morris, County Attorney